

A.G. Contract No. KR96 1348TRN  
ADOT ECS File: JPA 96-84  
Project: F-063-1-519  
Tracts: H3730 01 C  
Section: SR-95

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 8 January, 1996<sup>7</sup>  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as  
amended between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION ( the "State" ) and the City of Lake  
Havasus City, acting by and through its Mayor and City Council, ( the "City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on State Route 95 at the following location.

From centerline roadway station 60+033 south of Smoketree to centerline roadway station 62+235 at Palo Verde South, a net distance of approximately 2202 meters.

NO. <u>21297</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/08/97</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Haennewald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State twenty five percent (25%) of the landscape contract cost, in an amount not to exceed \$10,000.00..

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping. In the event this agreement is terminated by the State, the City shall not be liable for any reimbursements under this agreement.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 222  
Phoenix, AZ. 85007

City of Lake Havasu City  
City Manager  
1795 Civic Center Blvd.  
Lake Havasu City, AZ. 86403

8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement hte day and year first above written.

**CITY OF LAKE HAVASU CITY**


**STATE OF ARIZONA**

Department of Transportation

By   
RICHARD L. HILEMAN  
Mayor

By   
PETER L. ENO  
Contract Administrator


ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement the City of Lake Havasu for the purpose of defining responsibilities to construct landscaping improvements on SR-95 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

**RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,  
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR THE CONSTRUCTION OF LANDSCAPING STATE  
ROUTE 95 FROM SMOKETREE AVENUE TO SOUTH PALO VERDE  
BOULEVARD.**

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for the construction of landscaping of State Route 95 from Smoketree Avenue to South Palo Verde Boulevard, and

WHEREAS, the purpose of the agreement is that Lake Havasu City will be responsible for 25%, or a not-to-exceed amount of \$10,000, of the design and construction of the landscaping and Lake Havasu City will maintain the water system and landscaping of State Route 95 from Smoketree Avenue to South Palo Verde Boulevard, and

WHEREAS, the City has the existing powers pursuant to A.R.S. § 48-572, et. seq. and the Arizona Department of Transportation has existing powers pursuant to A.R.S. § 28-108, et. seq.;

THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the construction of landscaping of State Route 95 from Smoketree Avenue to South Palo Verde Boulevard;

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 4th day of December 1996.

APPROVED: \_\_\_\_\_

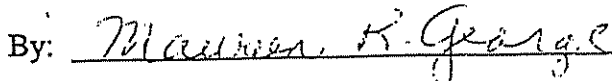
R. L. Hileman, Mayor

ATTEST:



Ann R. Sayne, City Clerk

APPROVED AS TO FORM  
LAKE HAVASU CITY ATTORNEY'S OFFICE:


By: 

REVIEWED BY:



Kevin P. Murphy, Public Works Director

I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 4th day of December, 1996. I further certify that the meeting was duly called and that a quorum was present.

  
Ann R. Sayne, City Clerk

RECEIVED

DEC 16 1996


PUBLIC WORKS DEPT.

JPA 96-84

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed Intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20<sup>th</sup> day of December, 1996.

Maurice R. George 

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-1348TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 2, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:cv/2851